

### REMARKS/ARGUMENTS

Favorable reconsideration of this application, as presently amended and in light of the following discussion, is respectfully requested.

Claims 1, 3-8 and 14-19 are pending in the present application. Claims 1, 3, 4, 8, 14 and 15 are amended; and Claims 16-19 are newly added by the present amendment. Support for the new and amended claims can be found in the original specification, claims and drawings.<sup>1</sup> No new matter is presented.

In the Office Action, Claims 1, 3-8 and 14-15 are rejected under 35 U.S.C. § 112, second paragraph; Claim 15 is rejected under 35 U.S.C. § 101; and Claims 1, 3-8 and 14-15 are rejected under 35 U.S.C. § 103(a) as unpatentable over Abburi et al. (U.S. Pat. 7,203,966, herein Abburi) in view of Hurst et al. (U.S. Pat. 7,149,545, herein Hurst).

Regarding the rejection under 35 U.S.C. § 112, second paragraph, Claims 1, 8, 14 and 15 are amended to correct the minor informalities noted in the Office Action. Accordingly, Applicants respectfully request that the rejection of Claims 1, 3-8 and 14-15 under 35 U.S.C. § 112, second paragraph, be withdrawn.

The Office Action rejects Claim 15 under 35 U.S.C. § 101, as directed to non-statutory subject matter.

In response, Claim 15 is amended to recite “[a] contents distribution method performed by a contents distribution server” so as to “positively recite the other statutory class (the thing or product) to which it is tied.”

Accordingly, Applicants respectfully request that the rejection of Claim 15 under 35 U.S.C. § 101 as directed to non-statutory subject matter, be withdrawn.

The Office Action rejects Claims 1, 3-8 and 14-15 under 35 U.S.C. § 103(a) as unpatentable over Abburi in view of Hurst. In response to this rejection, Applicants

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<sup>1</sup> e.g., specification, at least at Figs. 16-18, pp. 23-24 and pp. 61-68. New Claims 16-19 recite subject matter similar to that recited in original Claims 3 and 4.

respectfully submit that amended independent Claims 1, 14 and 15 recite novel features clearly not taught or rendered obvious by the applied references.

Independent Claim 1, for example, recites, in part, a contents distribution system for distributing contents to clients of a user, wherein the user is capable of owning two or more clients, said contents distribution system comprising:

... means for receiving a request from the client, ***which has already acquired the contents and the license for content***, for authorization to transfer the content to a move destination client; and

contents copy certificate supply means for generating, in response to the request received from the client, a contents copy certificate that ***identifies the move destination client***, contains a license for the move destination client and indicates that a transfer of the contents from the client to the move destination client is legal, and supplying the contents copy certificate to the client.

Independent Claims 14 and 15, while directed to alternative embodiments, are amended to recite similar features. Accordingly, the remarks and arguments presented below are applicable to each of independent Claims 1, 14 and 15.

In rejecting Claims 1, 14 and 15, the Office Action concedes that Abburi fails to disclose “contents copy certificate supply means for generating a contents copy certificate that contains a license for a move destination client, and supplying the contents copy certificate, which also indicates a contents move from one client of the user to another is legal, to the move source client.” In an attempt to remedy these deficiencies, the Office Action relies on Hurst, and asserts that it would have been obvious to one of ordinary skill in the art at the time of the invention to combine the cited references to arrive at Applicants’ claims. In response to this rejection, Applicants respectfully submit that Hurst fails to teach or suggest the more detailed features directed to requesting and generating the contents copy certificate, as recited in amended independent Claims 1, 14 and 15.

Hurst describes a system for facilitating over-the-air (OTA) activation of protected content pre-programmed on a memory device that is operable on mobile terminals. In

rejecting the features directed to generating the contents copy certificate, p. 5 of the Office Action relies on col. 8, ll. 24-57 of Hurst. This cited portion of Hurst refers to Fig. 3 and describes a rights file 300 corresponding to a particular piece of content. Hurst also describes that for a particular piece of content, there is a description 304 of the rights to that content. These rights may include rights such as transfer rights and usage rights. For example, transfer rights may include the right to (or not to) give or sell the content to another user, or to give or sell a preview or other limited use of the content to another user. Transfer rights may also include rules as to whether the content can be copied to another device owned by the user.

This cited portion of Hurst, therefore, describes a typical rights file that is distributed with the content, when the content is transmitted OTA to a terminal. Claim 1, in contrast, is amended to recite “receiving a request from the client, *which has already acquired the contents and the license for content*, for authorization to transfer the content to a move destination client”. Claim 1, therefore, clarifies that the request is transmitted from the client after the client has already received the content and the license, and would like to transfer the content to another client. Hurst, on the other hand, describes a rights file that is distributed with the content, and fails to teach or suggest a process for requesting authorization to transfer the content after the license and content is acquired, as claimed.

Moreover, amended Claim 1 recites that the contents copy certificate “*identifies the move destination client* ...” Hurst, on the other hand, merely describes that his rights file may include the right to (or not to) give or sell the content to another user, or to give or sell a preview or other limited use of the content to another user, but fails to teach or suggest that the rights file “*identifies the move destination client*”, as recited in amended independent Claims 1, 14 and 15.

Therefore, Abburi, even if combined with Hurst fails to teach or suggest a contents distribution system that includes “means for receiving a request from the client, ***which has already acquired the contents and the license for content***, for authorization to transfer the content to a move destination client” and “contents copy certificate supply means for generating, in response to the request received from the client, a contents copy certificate that ***identifies the move destination client ...***” as recited in amended independent Claim 1.

Accordingly, Applicants respectfully request that the rejection of Claim 1 (and Claims 3-8, which depend therefrom) under 35 U.S.C. § 103 be withdrawn. For substantially similar reasons, it is also submitted that independent Claims 14 and 15 patentably define over Abburi and Hurst.

Regarding Claims 3 and 4, the Office Action asserts that the limitations in these claims are “functional language/intended use of content distribution system”, and therefore not given patentable weight in terms of differentiating over the applied references.

As noted in the previous response, however, Claims 3-4, recite more detailed features performed by at least the “contents copy certificate supply means” and “customer-related information management means”, respectively. Applicants note that Claims 3-4 recite “means for” features, which are intended to be interpreted under 35 U.S.C. § 112, sixth paragraph. 35 U.S.C. § 112, sixth paragraph, outlines that an element in a claim may be expressed as a “means” for performing a specified function without the recital of structure in support thereof, and such claim shall be construed to cover the corresponding structure described in the specification and equivalents thereof. Therefore, each of the features being asserted as method steps in the Office Action are actually functional features performed by each of the “contents copy certificate supply means” and “customer-related information management means”, which properly limit these features. In this regard, Applicants further note MPEP § 2181, which outlines how these features should be construed for examination

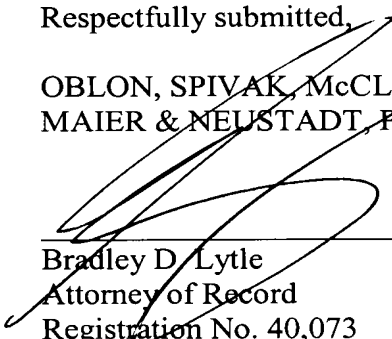
purposes. Moreover, Applicants note that new Claims 16-19 are added, which recite features similar to those recited in Claims 3 and 4, but depend from one of independent Claims 14 or 15.

Accordingly, Applicants respectfully submit that Claims 3-4 and 16-19 patentably define over the applied references, as the features recited in these claims do serve to further limit the claims and is not merely “functional language/intended use”, as asserted in the Office Action.

Consequently, in view of the present amendment and in light of the foregoing comments, it is respectfully submitted that the invention defined by Claims 1, 3-8 and 14-19 is definite and patentably distinguishing over the applied references. The present application is therefore believed to be in condition for allowance and an early and favorable reconsideration of the application is therefore requested.

Respectfully submitted,

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